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by Sidney Davy Miller

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May 28, 2008

VIA FAX (212) 805-7927
AND FIRST-CLASS MAIL

Hon. Naomi Reice Buchwald
United States District Judge
Southern District of New York
United States Courthouse
Room 2270
500 Pearl Street
New York, New York 10007

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MAY 28

UNITED STATES DISTRICT COURT

Re: Highland Park CDO Trust I Grantor Trust, Series A v. Matthew Studer et al., Case No. 08 CIV 01670 (NRB)

Dear Judge Buchwald:

I am writing pursuant to your Individual Practices ¶ 2, regarding Motions, on behalf of Wells Fargo Bank, N.A., as Trustee for the Morgan Stanley Capital I Inc. Commercial Mortgage Pass-Through Certificates Series 2006-XLF (the "Senior Lender") acting through Midland Loan Services, Inc., in its capacity as Special Servicer of the Trust. We have prepared a motion to intervene and, if allowed to intervene, will move to dismiss the Complaint of Plaintiff Highland Park CDO I Grantor Trust, Series A (the "Mezzanine Lender") in the above-referenced matter.

The factual basis for the anticipated motion is briefly as follows. The Mezzanine Lender's Complaint alleges a debt collection action against four Guarantors of the Mezzanine Loan.¹ The four Guarantors are also Guarantors of a related Senior Loan, by the Senior Lender, relating to the same hotel property in Columbus, Ohio. There is pending in the Court of Common Pleas of Franklin County, Ohio an action against the Guarantors by the Senior Lender. Allowing the present action in the Southern District of

¹ To the extent that the Court wishes to consider any of the documents referenced herein for the purposes of a pre-motion conference, we would be happy to provide them by overnight courier.

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

Hon. Naomi Reice Buchwald

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New York to proceed to judgment without the intervention of the Senior Lender creates the possibility of inconsistent adjudication of common issues by this Court and the Court of Common Pleas in Ohio.

The Mezzanine Lender also entered into an Intercreditor Agreement with the Senior Lender that bars the Mezzanine Lender from the remedy and relief the Mezzanine Lender seeks in its Complaint. For example, Section 8(a) of the Intercreditor Agreement provides that the "Mezzanine Lender hereby subordinates and makes junior the Mezzanine Loan, the Mezzanine Loan Documents and the liens and securities created thereby, and all rights, remedies, terms and covenants contained therein to (i) the Senior Loan, (ii) the liens and security interests created by the Senior Loan Documents and (iii) all of the terms, covenants, conditions, rights and remedies contained in the Senior Loan Documents." Section 9(a) of the Intercreditor Agreement further provides that "all of Mezzanine Lender's rights to payment of the Mezzanine Loan and the obligations evidenced by the Mezzanine Loan Documents are hereby subordinated to all of Senior Lender's rights to payment by Borrower of the Senior Loan and the obligations secured by the Senior Loan Documents." These provisions of the Intercreditor Agreement constitute the primary contractual basis for the motion to intervene and proposed motion to dismiss.

The Senior Lender chiefly relies on Fed. R. Civ. P. 24 in support of its proposed motion to intervene. We request leave to intervene and file a motion to dismiss the Mezzanine Lender's Complaint pursuant to Fed. R. Civ. P. 12(b)(6). We will be happy to provide the various case authorities supporting the motion to intervene and proposed motion to dismiss. Should the Court require any additional information, please contact me.

Very truly yours,

MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.

By _____

Thomas R. Cox

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Applicant
granted.
So
Ordered.
Thomas R. Cox
Served.
wsd
6/2/08